

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

MICHAEL VER HAGEN d/b/a DATA
DESIGN,

Plaintiff,

v.

BENETEK INC.

Defendant.

Case No. 22-CV-1245-JPS

SPECIAL VERDICT

We, the jury, duly impaneled and sworn, for our special verdict in the above-entitled action, find as follows:

BREACH OF CONTRACT

You must answer this question.

Question No. 1: (See Part II, Section 1 of the Jury Instructions)

Did BeneTek breach the parties' contract?

Answer: No
(Yes or No)

If you answered "Yes" to Question No. 1, then you must answer Question No. 2. Otherwise, if you answered "No" to Question No. 1, then do not answer this question and move on to the Counterclaim: Breach of Contract section.

Question No. 2: (See Part II, Section 1 of the Jury Instructions)

Did BeneTek's breach of contract cause Michael Ver Hagen d/b/a Data Design to incur any damages?

Answer: _____
(Yes or No)

If you answered "Yes" to Question No. 2, then you must answer Question No. 3. Otherwise, if you answered "No" to Question No. 2, then do not answer this question and move on to the Counterclaim: Breach of Contract section.

Question No. 3: (See Part II, Section 1 of the Jury Instructions)

Did Michael Ver Hagen d/b/a Data Design materially breach the contract, thereby excusing BeneTek's performance?

Answer: _____
(Yes or No)

If you answered "No" to Question No. 3, then you must answer Question No. 4. Otherwise, if you answered "Yes" to Question No. 3, then do not answer this question and move on to the Counterclaim: Breach of Contract section.

Question No. 4: (For the Court's instructions on compensatory damages, see Part II, Section 2 of the Jury Instructions).

What sum of money, if any, would fairly and reasonably compensate Michael Ver Hagen d/b/a Data Design for BeneTek's breach of the contract?

\$ _____

COUNTERCLAIM: BREACH OF CONTRACT

You must answer this question.

Question No. 5: (See Part II, Section 1 of the Jury Instructions)

Did Michael Ver Hagen d/b/a Data Design breach the parties' contract?

Answer: Yes
(Yes or No)

If you answered "Yes" to Question No. 5, then you must answer Question No. 6. Otherwise, if you answered "No" to Question No. 5, then do not answer this question.

Question No. 6: (See Part II, Section 1 of the Jury Instructions)

Did Michael Ver Hagen d/b/a Data Design's breach of contract cause BeneTek to incur any damages?

Answer: Yes
(Yes or No)

If you answered "Yes" to Question No. 6, then you must answer Question No. 7. Otherwise, if you answered "No" to Question No. 6, then do not answer this question.

Question No. 7: (See Part II, Section 1 of the Jury Instructions)

Did BeneTek materially breach the contract, thereby excusing Michael Ver Hagen d/b/a Data Design's performance?

Answer: No
(Yes or No)

If you answered "No" to Question No. 7, then you must answer Question No. 8. Otherwise, do not answer this question.

Question No. 8: (For the Court's instructions on compensatory damages, see Part II, Section 2 of the Jury Instructions).

What sum of money, if any, would fairly and reasonably compensate BeneTek for Michael Ver Hagen d/b/a Data Design's breach of the contract?

\$ 31,000.⁰⁰

Dated at Milwaukee, Wisconsin, this 20 day of May, 2024.


Foreperson Signature

James D. Peterson
Foreperson Printed Name